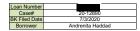
COMPOSITE EXHIBIT "A"



Payment Change					
Effective Date	4/1/2021	12/1/2022	10/1/2023		
Amount	\$3,659.98	\$3,734.18	\$3,608.63		

	Entered:		04/07/21					
	Regular Payments Resume:		04/01/2021 iad					
	Arrears Repayment Terms:		Arrears are cu	red				
	Strict Compliance Terms:							
Date		Amount	Regular		Add Pmt	T- /F 40	AO	
	A Beaching	Applied to	Payment	America America de Add Doct	Date	To/From AO	Suspense Balance	40 B-I-
4/6/2021	Amount Received \$3,530.04	Reg Pmt \$3,530.04	Date 04/01/21	Amount Applied to Add Pmt	Date	Suspense \$0.00	SO OO	AO Bala
5/5/2021	\$3,530.04	\$3,530.04	05/01/21			\$0.00	\$0.00	SI
6/5/2021	\$3,530.04	\$3,330.04	03/01/21			\$3,530.04	\$3,530.04	SI
6/10/2021	-\$3,530.04					-\$3,530.04	\$0.00	SI
6/11/2021	\$3,530.04	\$3,530.04	06/01/21			\$0.00	\$0.00	\$1
7/15/2021	\$3,659.98					\$3,659.98	\$3,659.98	\$I
7/20/2021	-\$3,659.98					-\$3,659.98	\$0.00	\$1
8/10/2021	\$3,659.98	\$3,530.04	07/01/21			\$129.94	\$129.94	\$1
8/26/2021	\$3,659.98	\$3,530.04	08/01/21			\$129.94	\$259.88	\$1
10/14/2021	\$3,700.00	\$3,530.04	09/01/21			\$169.96	\$429.84	\$1
1/30/2021	\$3,700.00	\$3,530.04	10/01/21			\$169.96	\$599.80	ŞI
1/11/2022 2/14/2022	\$3,700.00 \$3,700.00	\$3,530.04 \$3,530.04	11/01/21			\$169.96 \$169.96	\$769.76 \$939.72	\$1
3/7/2022	\$3,700.00	\$3,530.04	01/01/22			\$169.96	\$1,109.68	\$1
4/15/2022	\$3,700.00	\$3,530.04	02/01/22			\$169.96	\$1,109.68	Si
5/13/2022	\$3,700.00	90,000.04	02/01/22			\$3,700.00	\$4,979.64	SI
5/19/2022	-\$3,700.00					-\$3,700.00	\$1,279.64	\$0
6/14/2022	\$3,800.00	\$3,530.04	03/01/22			\$269.96	\$1,549.60	\$1
7/15/2022	\$3,800.00	\$3,530.04	04/01/22			\$269.96	\$1,819.56	\$1
8/1/2022	\$1,200.00					\$1,200.00	\$3,019.56	\$0
8/10/2022	\$5,000.00	\$3,530.04	05/01/22			\$1,469.96	\$4,489.52	\$1
8/10/2022		\$3,530.04	06/01/22			-\$3,530.04	\$959.48	\$1
8/17/2022	\$500.00					\$500.00	\$1,459.48	\$1
9/20/2022	\$3,800.00	\$3,530.04	07/01/22			\$269.96	\$1,729.44	\$1
10/7/2022	\$3,793.01	\$3,530.04	08/01/22			\$262.97	\$1,992.41	\$0
11/18/2022	\$3,793.01 \$506.99	\$3,530.04	09/01/22			\$262.97 \$506.99	\$2,255.38 \$2,762.37	\$I SI
12/2/2022	\$3,793.01	\$3,530.04	10/01/22			\$262.97	\$3,025.34	\$0
12/9/2022	\$4,500.00	\$3,530.04	11/01/22			\$969.96	\$3,995.30	SO
12/9/2022	\$4,000.00	\$3,734.18	12/01/22			-\$3,734.18	\$261.12	\$0
1/13/2023	\$3,734.18	\$3,734.18	01/01/23			\$0.00	\$261.12	\$I
3/20/2023	\$3,734.18	\$3,734.18	02/01/23			\$0.00	\$261.12	\$0
4/28/2023	\$3,734.18	\$3,734.18	03/01/23			\$0.00	\$261.12	\$0
5/2/2023	\$1,701.58					\$1,701.58	\$1,962.70	\$0
6/15/2023	\$5,505.66	\$3,734.18	04/01/23			\$1,771.48	\$3,734.18	\$0
6/15/2023 8/22/2023	\$3,734.18	\$3,734.18 \$3,734.18	05/01/23 06/01/23			-\$3,734.18 \$0.00	\$0.00 \$0.00	\$(\$(
10/20/2023	\$3,760.00	\$3,734.18	07/01/23			\$25.82	\$25.82	\$1
10/20/2023	\$3,700.00	\$3,734.10	07/01/23			\$0.00	\$25.82	SI SI
						\$0.00	\$25.82	\$0
						\$0.00	\$25.82	SI
						\$0.00	\$25.82	\$1
						\$0.00	\$25.82	\$1
						\$0.00	\$25.82	\$1
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						\$0.00	\$25.82	SI SI
						\$0.00	\$25.82	SI
						\$0.00	\$25.82	\$1
						\$0.00	\$25.82	SI
						\$0.00	\$25.82	\$1
						\$0.00	\$25.82	\$1
	Туре	Date	Amount					
Due For:	Reg	08/01/23	\$3,734.18					
	Reg	09/01/23 10/01/23	\$3,734.18 \$3,608.63					
	Reg	10/01/23	\$3,608.63 \$3,608.63					
	Reg	11/01/23	\$3,008.63					

	AGREED	ORDER ARREARS		
		Payments		
From	To	Payment Amount	Total	
			\$0.00	
			\$0.00	
			\$0.00	
			\$0.00	
	Total Payment	s in Arrears	\$0.00	
Fees/Co:	sts			
		Atty Fees/Costs		
	Pr	Property Inspections		
		Late Charges		
		NSF		
	W	Western Union Fees		
		Appraisal		
		Other		
Total Fees/Costs			\$0.00	
		Less Suspense Balance		
	AGREED ORD	DER TOTAL	\$0.00	

	To Be	Paid By Trustee ORDER ARREARS			
Payments					
From	To	Payment Amount	Total		
			\$0.00		
			\$0.00		
			\$0.00		
Total Payments in Arrears			\$0.00		
Fees/Cos	sts				
		Atty Fees/Costs			
	P	Property Inspections			
		Late Charges			
		NSF			
	W	Western Union Fees			
		Appraisal			
		Other			
Total Fees/Costs			\$0.00		
		Less Suspense Balance			
AGREED ORDER TOTAL			\$0.00		

7/1/202 8/1/202 9/1/202 10/1/202 11/1/202 12/1/202

IN THE UNITED STATES BANKRUPTCY COURT FOR THE EASTERN DISTRICT OF PENNSYLVANIA

IN RE: Andrenita Haddad

Debtor

CHAPTER 13

U.S. Bank Trust National Association, not in its individual capacity but solely as Owner Trustee for VRMTG Asset Trust

Movant

NO. 20-12890 ELF

vs.

Andrenita Haddad

Debtor

11 U.S.C. Section 362

William C. Miller, Esquire

Trustee

STIPULATION

AND NOW, it is hereby stipulated and agreed by and between the undersigned as follows:

- The Order granting relief from automatic stay, entered by this court on January 12, 2021, regarding the Property located at 128 Knights Bridge Drive, Yardley, PA, 19067 is hereby Vacated and the Stay is reinstated.
- 2. As of April 5, 2021, the post-petition due date for Movant's loan on the above-mentioned Property is April 1, 2021.
- 3. Beginning with the payment due April 1, 2021 and continuing thereafter, Debtor shall pay to Movant the present regular monthly mortgage payment on or before the first (1st) day of each month (with late charges being assessed after the 15th of the month).
- 4. Should Debtor provide sufficient proof of payments made, but not credited (front & back copies of cancelled checks and/or money orders), Movant shall adjust the account accordingly.
- 5. In the event the payments under Section 3 above are not tendered pursuant to the terms of this stipulation, Movant shall notify Debtor and Debtor's attorney of the default in writing and the Debtor may cure said default within FIFTEEN (15) days of the date of said notice. If Debtor should fail to cure the default within fifteen (15) days, Movant may file a Certification of Default with the Court and the Court shall

enter an Order granting Movant immediate relief from the automatic stay and waiving the stay provided by Bankruptcy Rule 4001(a)(3).

- 6. If the case is converted to Chapter 7, Movant shall file a Certification of Default with the Court and the Court shall enter an order granting Movant relief from the automatic stay.
- 7. If the instant bankruptcy is terminated by either dismissal or discharge, this agreement shall be null and void, and is not binding upon the parties.
- 8. The provisions of this stipulation do not constitute a waiver by Movant of its right to seek reimbursement of any amounts not included in this stipulation, including fees and costs, due under the terms of the mortgage and applicable law.
 - 9. The parties agree that a facsimile signature shall be considered an original signature.

/s/Rebecca A. Solarz, Esq.
Rebecca A. Solarz, Esq.
Attorney for Movant
Attorney to retovant
D-51-6-11-E
Brad J. Sädek Esq.
Attorney for Debtor(s)
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Bankruptcy Judge
Eric L. Frank

IN THE UNITED STATES BANKRUPTCY COURT FOR THE EASTERN DISTRICT OF PENNSYLVANIA

IN RE: Andrenita Haddad

Debtor

CHAPTER 13

U.S. Bank Trust National Association, not in its individual capacity but solely as Owner Trustee for VRMTG Asset Trust

Movant

NO. 20-12890 ELF

vs.

Andrenita Haddad

Debtor

11 U.S.C. Section 362

William C. Miller, Esquire

Trustee

STIPULATION

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- 2. As of April 5, 2021, the post-petition due date for Movant's loan on the above-mentioned Property is April 1, 2021.
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- 6. If the case is converted to Chapter 7, Movant shall file a Certification of Default with the Court and the Court shall enter an order granting Movant relief from the automatic stay.
- 7. If the instant bankruptcy is terminated by either dismissal or discharge, this agreement shall be null and void, and is not binding upon the parties.
- 8. The provisions of this stipulation do not constitute a waiver by Movant of its right to seek reimbursement of any amounts not included in this stipulation, including fees and costs, due under the terms of the mortgage and applicable law.
 - 9. The parties agree that a facsimile signature shall be considered an original signature.

Date: April 5, 2021

/s/Rebecca A. Solarz, Esq.

Rebecca A. Solarz, Esq.

Attorney for Movant

Date: H/b/2/

Brad J. Sadek Esq.

Attorney for Debtor(s)

ORDER

Approved by the Court this 14th day of	April	. 2021.	However, the court retain
discretion regarding entry of any further order			220 HOVER, LIC COURT TOURING

Bankruptcy Judge Eric L. Frank **EXHIBIT "B"**



James Robertson, Esquire Everett Anschutz,

David J. Schneid, Esquire John Crane, Esquire

Esquire

Member of Texas Bar Member of Texas Bar

Member of Florida Bar

Member of Texas Bar

October 23, 2023

VIA EMAILbrad@sadeklaw.com AND REGULAR MAIL

BRAD J. SADEK

Sadek and Cooper 1500 JFK Boulevard Ste 220 Philadelphia, PA 19102

VIA REGULAR MAIL

Andrenita Haddad
128 Knights Bridge D

128 Knights Bridge Drive Yardley, PA 19067

RE: Debtor(s): Andrenita Haddad

Case No. 20-12890-elf

Notice of Default for Andrenita Haddad

Dear Sir/Madam,

As you may recall, this firm represents U.S. Bank Trust National Association, not in its individual capacity but solely as Owner Trustee for VRMTG Asset Trust, a secured creditor with respect to the property located at 128 Knights Bridge Drive, Yardley, PA 19067. Please consider this letter as a Notice of Default under the terms of the Stipulation with respect to the Motion for Relief. (DE 43) ("Stipulation").

According to our client's records, the Debtor has not made the following mortgage payment pursuant to the Stipulation. In accordance with the Stipulation, U.S. Bank Trust National Association, not in its individual capacity but solely as Owner Trustee for VRMTG Asset Trust, hereby provides notice demanding the default be cured within fifteen (15) days of the date of this notice.

Pursuant to the terms of the Stipulation, **this default needs to be cured <u>within fifteen (15) days of the date of this Notice.</u>**

Monthly Payments Past Due 07/01/2023-9/01/2023 @ \$3,734.18	\$11,202.54
each	
Monthly Payments Past Due 10/01/2023 @ \$3,608.63 each	\$3,608.63
Suspense Balance	\$0.00
Total Amount Due to Cure Default:	\$14,811.17

The address where payments should be sent is:

Selene Finance LP 3501 Olympus Boulevard Dallas, Texas 75019

Please note, failure to cure this default within fifteen (15) days from the date of this notice will result in U.S. Bank Trust National Association, not in its individual capacity but solely as Owner Trustee for VRMTG Asset Trust filing an order terminating the automatic stay. Please notify me once the payment has been sent, and provide me with proof of the payment.

If you have any questions or wish to discuss this matter in more detail, please contact at me at mimcgowan@raslg.com. Thank you.

Sincerely,

/s/ Michelle L. McGowan